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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/518,948	03/06/2000	Fred Slavin	72167.000141	8859
21967 7590 02/02/2009 HUNTON & WILLIAMS LLP INTELLECTUAL PROPERTY DEPARTMENT 1900 K STREET, N.W. SUITE 1200 WASHINGTON, DC 20006-1109				
EXAMINER				
KARMIS, STEFANOS				
ART UNIT		PAPER NUMBER		
3693				
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**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

### Office Action Summary

**Application No.**

09/518,948

**Applicant(s)**

SLAVIN ET AL.

**Examiner**

STEFANOS KARMIS

**Art Unit**

3693

**-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --**  
**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 19 November 2008.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1-24, 67-91, 94 and 96-99 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-24 and 67-91, 94, and 96-99 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- 1) ☐ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO-884)
- 4) ☐ Interview Summary (PTO-413)
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: \_\_\_\_\_
- Paper No(s)/Mail Date \_\_\_\_\_

### **DETAILED ACTION**

1. The following communication is in response to Applicant's amendment filed 19 November 2008.

#### ***Status of Claims***

2. Claims 1, 67 and 97 are currently amended. Claims 1-24 and 67-91, 94, and 96-99 are currently pending.

#### ***Response to Arguments***

3. Applicant's arguments with respect to claims 1-24 and 67-91, 94, and 96-99 have been considered but are not persuasive as discussed below.
4. Applicant argues that the prior art fails to teach *receiving, at the ordering and payment allocation system, two or more orders from a plurality of buyers associated with a plurality of buying entities, wherein the two or more orders includes at least one order from each of the plurality of buyers, the orders corresponding to more than one subsidiary of the seller.*

The Examiner respectfully disagrees. The Examiner would first like to provide Applicant with Examiner's interpretation of the claims. Given the broadest reasonable interpretation, the limitations require that a plurality of buyers submit at least one order each. Further, the *consolidating* limitation consolidates each buyer's order into a consolidated invoice. However, if only one order is required by the buyers, a single order invoice would satisfy the limitations because it would be a consolidated invoice of *at least one order*. Further, Examiner notes that

the claims do not require the individual buyer consolidated invoice to be consolidated based on buying entity in the claim (as implied by Figures 7 and 8 of Applicant's application). Instead, each buyer consolidated invoice is received at the ordering and payment allocation system. Each buyer invoice can be associated with a different buying entity. There is no requirement that a plurality of consolidated invoices related to a buying entity are consolidated together or transmitted together. Instead, they are each made available to the buying entity, which could be done separately at different times. Therefore, given the broadest reasonable interpretation, the buying entity may simply be approving a single order from a single buyer and the aggregated payment could thus be for a single order by one buyer of the buying entity.

Turning to the prior art, Savage teaches an ordering and payment allocation system, in which a plurality of buyers submit at least one order (page 8, paragraph 0067). Examiner notes that the ordering system receives at least one orders from multiple buyers. Savage further teaches providing an individual consolidated invoice of the at least one order (Figures 24-29). Embrey teaches a system for consolidating and streamlining payment activities through the utilization of a third party service provider and allows a service provider to make payments, on behalf of a plurality of payor entities to a plurality of payee entities (column 2, lines 50-60). Payments are made on behalf of a plurality of payors by a plurality of associated buying entities for at least one order be each buyer (column 24, lines 29 thru column 25, line 14 and Figure 27). Therefore, the cited prior art teaches the broadest reasonable interpretation of the claims, of receiving a single order buy a buyer and a buying entity approving the single order from a single buyer and then providing for payment.

5. Further, Applicant's argument that Remington "must disclose consolidated invoices" is without merit. First, Remington was not relied on for the teaching of consolidated invoices. However, the Examiner believes, there is sufficient motivation to combine the billing teachings of Remington with the other prior art. Second, given the interpretation discussed above, the consolidated invoices of the application teach only a single order. Therefore Applicant's argument that Remington must teach consolidated invoice is not persuasive since no invoice has to be consolidated in the present claims. Although the claims are interpreted in light of the specification, limitations from the specification are not read into the claims. See *In re Van Geuns*, 988 F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993).

6. Further, Applicant's argument that the prior art fails to teach "gathering A/R data.....disputed or excepted orders." However the claim only requires gathering of A/R data for "approved orders *or* disputed *or* excepted orders. Therefore, Applicant's arguments are not persuasive as the cited prior art teaches Rosen teaches that invoice information includes sufficient information for the merchant to match to data in the accounts receivable system and to use in a dispute (column 3, lines 49-59). Rosen further teaches that the accounts receivable system communicates with the merchant network and provides invoice and/or past due notice information the merchant in an automated system (column 8, lines 9-20 and column 10, lines 27-44).

#### ***Claim Rejections - 35 USC § 103***

7. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

8. Claims 1-23 and 67-89, 91, 94, 96 and 97 are rejected under 35 U.S.C. 103(a) as being unpatentable over Savage et al. (hereinafter Savage) US Publication US 2002/0026394 in view of Embrey U.S. Patent 6,311,170 in further view of Remington et al. (hereinafter Remington) U.S. Patent 6,070,150 in further view of Rosen U.S. Patent 6,081,790.

Regarding independent claims 1, 67 and 97, Savage teaches a method for an ordering and payment allocation system for a seller, the method comprising the acts of:

receiving two or more orders at the ordering and payment allocation system from at least one buyer (page 8, paragraph 0067 and page 6, paragraph 0058; examiner notes that computer system 114 couples software modules to perform ordering, consolidating, etc.);

consolidating at the ordering and payment allocation system the orders into a consolidated invoice (page 15, paragraph 0108 and page 6, paragraph 0058);

making the consolidated invoice available to the at least one buyer (page 15, paragraph 0110);

receiving, at the ordering and payment allocation system, the consolidated invoice from the at least one buyer, wherein the consolidated invoice includes an indication for payment from the at least one buyer (page 15, paragraph 0111 and page 11, paragraph 0086-0087 and Figure 28; Examiner notes that the buyer mails back a remittance coupon from the invoice); and

allocating the payments to for which the payment has been made (page 15, paragraph 0111).

Savage fails to teach that the buyers are associated with a plurality of buying entities and consolidating invoices for each buyer associated with the buying entity and receiving at the ordering and payment allocation system each of the consolidated invoices corresponding to the buying entity as well as receiving an aggregate payment and disaggregating each of the aggregated payments by associating portions of the aggregated payment with an approved order and a corresponding subsidiary. Embrey teaches a system for consolidating and streamlining payment activities through the utilization of a third party service provider and allows a service provider to make payments, on behalf of a plurality of payor entities to a plurality of payee entities (column 2, lines 50-60). Payments are made on behalf of a plurality of payors by a plurality of associated buying entities (column 24, lines 29 thru column 25, line 14 and Figure 27). Payments are aggregated and disaggregated (column 27, line 2 thru column 28, line 47).

Embrey further teaches that an authorization code is required for payment (column 26, lines 45-60). Savage in view of Embrey fail to teach that the consolidated invoice sent from the buyer includes an indication from the at least one buyer to which particular order is being disputed or excepted. Remington teaches a consolidate invoice that allows a buyer to check off dispute reasons for certain orders when remitting the invoice, therefore only authorizing certain payments on the consolidated invoice (column 11, lines 6-55 and Figure 8 and 9; Examiner notes figures 8 and 9 on U.S. Patent 6,968,319 also for a clearer representation of the same images).

Savage in view of Embrey in further view of Remington fails to teach the accounts receivable data. Rosen teaches that invoice information includes sufficient information for the

merchant to match to data in the accounts receivable system and to use in a dispute (column 3, lines 49-59). Rosen further teaches that the accounts receivable system communicates with the merchant network and provides invoice and/or past due notice information the merchant in an automated system (column 8, lines 9-20 and column 10, lines 27-44).

It would have been obvious to one of ordinary skill in the art at the time of the Applicant's invention to modify the consolidated invoice teachings of Savage to include the consolidated invoice teachings of Embrey and to include the dispute and A/R teachings of Remington and Rosen because it allows for easy bill management through a single payment for multiple purchases. Further, Savage, Embrey and Remington teach consolidating invoices for consumers that make multiple purchases from more than one seller for convenience to the consumer and allow for disputing certain transactions. And Savage, Embrey, Remington and Rosen teach managing and processing bill payments.

Claims 2 and 68, the orders are received electronically (page 8, paragraph 0067).

Claims 3 and 69, the orders are received via the Internet (page 8, paragraph 0067).

Claims 4 and 70, the act of evaluating a received order against at least one of a spending limit corresponding to the buyer's organization and an available credit limit corresponding to the buyer's organization to determine whether to book the received order (page 8, paragraph 0068 and page 9, paragraph 0074-0075).



Claims 5, 6, 71 and 72, booking those received orders which have been evaluated as not exceeding the evaluated spending limits and creating a receivable entry in a seller account receivable system (page 9, paragraphs 0074-0076).

Claims 7, and 73, the consolidation act is comprised of the acts of sorting and compiling the booked orders to create a single invoice (page 14, paragraph 0102-0105).

Claims 8, and 74, compiling includes formatting booked orders received from different buying organizations into a common format (page 15, paragraph 0108).

Claims 9, 10, 75 and 76, the consolidated invoice includes sub-invoice data, sub-invoice data being data which corresponds to booked orders placed by a respective user and transmitting it to the respective user (page 15, paragraphs 0108-0110 and Figures 24-29).

Claims 11 and 77, making the consolidated invoice available includes sending an electronic message to the buyer to notify the buyers of an availability of the consolidated invoice, distributing a paper statement to the buyer and transmitting the consolidated invoice to the buyer (page 15, paragraph 0110).

Claims 12 and 78, displaying the consolidated invoice on a buyer terminal, wherein the buyer indicates approval of sub-invoice items corresponding to the consolidated invoice using the buyer terminal (page 15, paragraph 0110).

Claims 13, 23, 79, 80 and 89, Savage teaches providing exception items during payment (page 15, paragraph 0110). Savage further teaches entering an explanation for any bill inquiries (page 11, paragraphs 0086-0087). Savage fails to teach entering a reason code. Remington teaches the use of reason codes when disputing a transaction in a billing environment (column 11, lines 15-45; Examiner notes that Remington allows for placing check marks a pre-arranged dispute reason). Therefore it would have been obvious to one of ordinary skill in the art at the time of the Applicant's invention to modify the teachings of Savage and Embrey to include the reason code teachings because they all teach invoice analysis and exceptions so that the consumer is not charged for transactions they would like to dispute.

Claims 14, 15, 79, and 80, using the buyer terminal to authorize payment to the seller and receiving a payment from the buyer (page 15, paragraphs 0110-0111).

Claims 16, and 82, the payment is received via one of an automated clearing house, a wire transfer, a lock box, a foreign exchange trade, electronic cash, netting via the Internet, an electronic wallet and a check (page 15, paragraph 0111).

Claims 17 and 83, updating a payment master database comprising records of payment date, payment method, payment reference, payment amount, from currency, to currency f/x tax and fee data, distribution status, and an amount distributed (page 13, paragraphs 0095-0097).

Claims 18, and 84, processing the received payments (page 15, paragraph 0111).

Claims 19 and 85, performing a consolidated receivable process to gather payment data into consolidated receivables data for a single report, matching the consolidated receivables data to an outstanding sub-invoice file and providing the matched data to the seller; providing complete accounts receivable processing, the act of providing complete accounts receivable processing comprises the acts of: receiving the matched data, applying the merged and consolidated receivables data to create accounts receivable and general ledger update data, and updating a general ledger corresponding to the seller (page 13, paragraph 0100 thru page 14, paragraph 0102).

Claims 20 and 86, payment data is gathered into the single report during the consolidated receivables process received from a plurality of service providers (page 13, paragraph 0100 thru page 14, paragraph 0102).

Claims 21 and 87, receiving the authorized payment, disaggregating the received payment to associate portions of the received payment with one or more selling sub-entities; processing the received payment to update an accounts receivable system, generating at least one funding report, delivering the at least one funding report to the respective sub-entities; and transferring the disaggregated funds to financial accounts for the corresponding sub-entities (page 15, paragraph 0110-0111 and page 16, paragraph 0113).

Claims 22 and 88, the funding report generation act is comprised of the act of updating a payment master database to reflect a distribution status and amount distributed to the corresponding subsidiary (page 15, paragraph 0110-0111 and page 16, paragraph 0113).

Regarding claims 91 and 94, Savage teaches assigning a unique reference number to the consolidated invoice to enable tracking and invoice management (Figure 28; Examiner notes a multiple unique phone numbers designed to track the invoice, Account number for the specific buyer account and an invoice number located on the remittance coupon). Furthermore, Remington also discloses assigning a unique reference number to the consolidated invoice (column 10, lines 33-59; Examiner notes that this information is used for an easy forum for the customer to evaluate and challenge items on an invoice).

Claim 96, Savage teaches determining before the order is booked whether the at least one buyer is able to effect payment (page 9, paragraph 0075).

Regarding claims 98 and 99, Embrey teaches a system for consolidating and streamlining payment activities through the utilization of a third party service provider and allows a service provider to make payments, on behalf of a plurality of payor entities to a plurality of payee entities (column 2, lines 50-60). Payments are made on behalf of a plurality of payors by a plurality of associated buying entities (column 24, lines 29 thru column 25, line 14 and Figure 27). Payments are aggregated and disaggregated to two or more subsidiaries (column 27, line 2 thru column 28, line 47).

9. Claims 24 and 90 are rejected under 35 U.S.C. 103(a) as being unpatentable over Savage et al. (hereinafter Savage) US Publication US 2002/0026394 in view of Embrey U.S. Patent 6,311,170 in further view of Remington et al. (hereinafter Remington) U.S. Patent 6,070,150 in further view of Rosen U.S. Patent 6,081,790 in further view of Jennings et al. (hereinafter Jennings) U.S. Patent 5,825,003.

Claims 24 and 90, Savage fails to teach funding a subsidiary corresponding to a holding account via a foreign exchange if the incremental funding amount equals or exceeds a predetermined total when combined with a holding account amount. Jennings teaches a customer-directed, automated process for transferring funds between accounts using a holding account and local processing (Abstract). Jennings teaches processing transactions based on predetermined limits and through foreign exchanges (column 15, line 65 thru column 165, line 6). Therefore it would have been obvious to one of ordinary skill in the art at the time of the Applicant's invention to modify the teachings of Savage, Embrey, Remington and Rosen to include the teachings of Jennings because it allows for more secure transactions when processing payments and allocating funds.

### ***Conclusion***

10. Any inquiry concerning this communication or earlier communications from the examiner should be directed to STEFANOS KARMIS whose telephone number is (571)272-6744. The examiner can normally be reached on M-F: 8-5.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, James Kramer can be reached on (571) 272-6783. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

Respectfully Submitted  
/Stefanos Karmis/  
Primary Examiner, Art Unit 3693  
30 January 2009